

MORTGAGE RECORD

P. W. Folger, Blank Book Manufacturer, Lawrence, Kans.

This Indenture, Made this eleventh day of January in the year of our Lord one thousand eight hundred and eighty nine between James F. Rogers

of Charfield in the County of Douglas and State of Kansas of the first part, and John Tramer of the second part,

Witnesseth, That the said party of the first part in consideration of the sum of One hundred and twenty five DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, has he sold and by these presents do grant, bargain, sell and mortgage to the said party of the second part his heirs and assigns forever, all that tract or parcel of land situated in the County of Douglas and State of Kansas, described as follows, to-wit: The West fifty acres of the South half (S. 1/2) of the South West quarter (S. W. 1/4) of Section Eighteen (N. 17) of Township Fourteen (S. 14) of Range Twenty one east (R. 21 E).

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said James F. Rogers do hereby covenant and agree that at the delivery hereof he is the lawful owner of the premises above granted, and seized of a good and indefeasible estate of inheritance therein free and clear of all incumbrances.

This grant is intended as a Mortgage to secure the payment of the sum of One hundred and twenty five Dollars \$25.00

according to the terms of one certain promissory note this day executed and delivered by the said James F. Rogers to the said party of the second part: On or before the first day of January One thousand eight hundred and ninety one, the sum of twenty five dollars with interest at 10 per cent per annum

and this conveyance shall be void if such payments be made as herein specified. But if default be made in such payment, or any part thereof, or interest thereon, or the taxes, or if the insurance is not kept up thereon, then this conveyance shall become absolute, and the whole amount shall become due and payable, and it shall be lawful for the said party of the second part executors, administrators and assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, appraisement hereby waived or not at the option of the party of the second part executors, administrators or assigns; and out of all the moneys arising from such sales, to retain the amount then due for principal and interest, together with the costs and charges of making such sales, and the overplus, if any there be, shall be paid by the party making such sale on demand to the said John Tramer heirs and assigns.

In Witness Whereof, The said party of the first part, has hereunto set his hand and seal the day and year first above written.

Signed and delivered in presence of

James F. Rogers (SEAL.)

(SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS,

} ss.

County of Douglas

Be it Remembered, That on this 11 day of January, A. D. 1889, before me, John Claver, a Notary Public in and for said County and State, came James F. Rogers

to me personally known to be the same person who executed the foregoing instrument, and duly acknowledged the execution of the same.

In Witness Whereof, I have hereunto set my hand and affixed my official seal on the day and year last above written.

My commission expires Dec-22-1889.

John Claver

Notary Public.

Recorded Jan-31 A. D. 1889, at 9 o'clock 2 M.

James Brooks

Org. later of Deeds

The following is a true and correct copy of the original instrument, as the same appears from the original instrument, and is hereby certified to be true and correct.

In consideration of full payment of the within mortgage, I hereby release the same this 10 day of Jan. 1891.

Witness my hand and seal this 10 day of Jan. 1891, at Lawrence, Kansas, J. W. Folger, Notary Public.